IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 1315 of 2005

Shashikant B. Soni .. Petitioner

versus

Taj Sats Air Catering Ltd. .. Respondents

...

Mr.N.M. Ganguli for the petitioner.

Mr.C.U. Singh with Ms.Meghna Shah i/b Mulla & Mulla for the respondents.

CORAM : D.G. KARNIK,J.

DATED : 4th July 2005.

P.C.:

1. Heard learned counsel for the parties.

2. The petitioner was appointed as a driver under a contract of employment for a period of one year only. The contract specifically stated that the appointment was for a period of one year. After the expiry of the period of the first contract, two fresh

contracts of employment were made for the two successive periods of one year each. At the end of period of service under the third contract, it was not renewed and petitioner's service stood terminated on account of expiry of the period of contract. The petitioner challenged this termination in a reference made under section 10 of the Industrial Disputes Act.

3. In Harmohinder Singh Vs. Khaga Canteen, Ambala Cantt. reported in (2001) 5 SCC 540, the Supreme Court has held that the termination of the service of a workman as a result of non renewal of the contract of employment between the employer and workmen concerned, on the expiry of such contract, would not be regarded as a retrenchment. The contracts for service for a fixed term appear to be permitted. The termination of the service of the petitioner was on account of expiry of the period of service provided in the contract. No error in the order of labour court is pointed out. I see no reason to interfere in the order passed by the labour court.

4. Petition is rejected summarily.

D.G. KARNIK, J